

# Software as a Service (SaaS) Agreement for Tide Education

**Effective Date:** [Insert Date]

**Between:**

**Tide Education Ltd**, a company incorporated in the United Kingdom with company number (Company number 15408543) with its registered office at 71-75 Shelton Street, Covent Garden, London, United Kingdom, WC2H 9JQ ("**Supplier**").

and

**Customer**, being the organisation or individual accepting these Terms of Use ("**Customer**").

## 1. Definitions

**"Services"** means the Supplier's software as a service platform made available to the Customer under this Agreement and in accordance with the Terms of Use, UK GDPR Statement and Privacy Policy.

**"Subscription Fee"** means the cost charged at the time of the agreement plus VAT for each 12-month subscription period. Any discount code or promotion may be given or withdrawn at any time at the sole discretion of the Supplier

**"Subscription Period"** means 12 consecutive calendar months commencing on the Effective Date. A trial period may be offered or withdrawn at the sole discretion of the Supplier.

**"Data Protection Legislation"** means the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

**"Customer Data"** means all data inputted by or on behalf of the Customer for the purpose of using the Services.

**"Agreement"** This Software as a Service (SaaS) Agreement and associated documents (Terms of Use, UK GDPR Statement and Privacy Policy) that form part of the contractual obligations.

## 2. Grant of Rights

2.1 The Supplier grants to the Customer a non-exclusive, non-transferable right to permit its authorised users to access and use the Services during the Subscription Period for the Customer's internal business purposes.

## 3. Subscription Fees and Payment

3.1 The Customer shall pay the Subscription Fee for each 12-month Subscription Period.

3.2 Payment shall be made within 30 days of the date of the Supplier's invoice.

3.3 The Supplier reserves the right to suspend access to the Services if payment is not received within this period.

## 4. Data Ownership and Protection

4.1 The parties acknowledge and agree that the Customer is the Data Controller and the Supplier is the data processor in respect of any personal data collected via the Management Information System and processed under these Terms of Use.

4.2 The Supplier shall process Customer Data in accordance with the **UK GDPR Statement** provided by the Supplier, which forms part of and is incorporated into these Terms of Use by reference.

## 5. Term and Termination

5.1 This Agreement shall commence on the Effective Date and continue for the Subscription Period, unless terminated earlier in accordance with this clause.

5.2 Either party may terminate these Terms of Use immediately by written notice if the other party commits a material breach which is not remedied within 30 days of notice.

## 6. Indemnity and Liability Cap

### 6.1 Indemnity

6.1.1 Each party (“**Indemnifying Party**”) shall indemnify, defend, and hold harmless the other party, its officers, directors, employees, and agents (“**Indemnified Party**”) from and against any and all third-party claims, demands, actions, liabilities, damages, losses, and expenses (including reasonable legal fees) arising out of or in connection with:

6.1.1.1 any breach by the Indemnifying Party of its obligations under this Agreement;

6.1.1.2 any infringement or alleged infringement of any intellectual property rights by the Indemnifying Party’s materials or use of the Services; and

6.1.1.3 any fines, penalties, or enforcement actions (including reasonable legal and professional costs) imposed by the Information Commissioner’s Office (ICO) or any other relevant supervisory authority under the UK GDPR and applicable data protection laws, to the extent such fines, penalties, or actions arise directly from a breach of this Agreement or applicable data protection laws by the Indemnifying Party.

### 6.2 Limitation of Liability

Except in respect of liabilities that cannot lawfully be limited or excluded (including death or personal injury caused by negligence, or fraud), the total aggregate liability of either party to the other under or in connection with this Agreement (whether in contract, tort, or otherwise) shall be limited to an amount equal to the total fees paid or payable by the Customer to the Supplier under this Agreement in the 12 months preceding the date on which the claim arose.

### 6.3 Consequential Loss

Neither party shall be liable to the other for any indirect, incidental, special, or consequential losses or damages, including but not limited to loss of profits, revenue, data, business opportunities, or goodwill. For the avoidance of doubt, consequential losses include but are not limited to loss of anticipated savings, loss or corruption of data, loss of reputation, or loss of business opportunity, whether direct or indirect.

## 7. General

7.1 This Agreement constitutes the entire agreement between the parties in relation to the Services.

7.2 No variation to this Agreement shall be effective unless agreed in writing by both parties.

7.3 This Agreement shall be governed by and construed in accordance with the laws of England and Wales, and the parties submit to the exclusive jurisdiction of the English courts.

7.4 By signing you agree to the terms set out in:

7.4.1 Saas Agreement

7.4.2 Terms of Use

7.4.3 Tide Education UK GDPR Statement

7.4.4 Tide Education Privacy Policy

**Signed by:**

**For Tide Education:**

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

**Signed by:**

**For [Customer Name]:**

Name: \_\_\_\_\_

Position: \_\_\_\_\_



Date: \_\_\_\_\_